

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND CAL ENGINEERING & GEOLOGY, INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **CAL ENGINEERING & GEOLOGY, INC.** ("Consultant") this day of _____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract dated January 1, 2022; and

WHEREAS, the original contract was in the amount of \$92,836 with an expiration date of June 30, 2023;

WHEREAS, the Consultant was selected through a Request for Qualification statements from Consulting engineering firms for periodic and on call professional engineering services design in 2021; and

WHEREAS, the Scope of the existing project has expanded and the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; and

WHEREAS, the First Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to read:

"Section 2. Term of Contract. Services shall be completed by June 30, 2025."

Section 4 is hereby amended to read:

Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of Seventy-Eight Thousand One Hundred Fifty-Seven Dollars and Twenty-Five Cents (\$78,157.25) for professional services for a total obligation of \$170,993.25 as described below.

<i>Original Contract amount</i>	<i>\$92,836.00</i>
<i>Exhibit "1"</i>	<i>\$62,525.80</i>
<i>Additional Services not included in Exhibit "1"</i>	<i>\$15,631.45</i>
<i>Subtotal First Amendment</i>	<i>\$78,157.25</i>
<i>Total obligation under this Contract</i>	<i>\$170,993.25</i>

All other terms and conditions of the Contract dated January 1, 2022, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY

CITY OF WATSONVILLE

BY _____
Rene Mendez, City Manager

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

CONSULTANT

CAL ENGINEERING & GEOLOGY, INC.

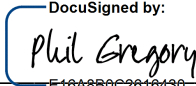
DocuSigned by:

BY _____
Phil Gregory, Senior Principal Engineer

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

As described in the October 29, 2021 Revised March 28, 2023, from Elijah Zane to Murray Fontes concerning a Proposal to Provide Pavement Distress Evaluation and Mitigation Design Services Pennsylvania Drive Embankment and Pavement Stabilization Watsonville, California.



CAL ENGINEERING & GEOLOGY
785 Ygnacio Valley Rd. | Walnut Creek | CA 94596
6455 Almaden Expwy., Suite 100 | San José | CA 95120
23785 Cabot Blvd., Suite 321 | Hayward | CA 94545
www.caleng.com

29 October 2021

Revised 28 March 2023

Murray A. Fontes
Principal Engineer, Public Works & Utilities
City of Watsonville
250 Main Street
Watsonville, California 95076

RE: Proposal to Provide Pavement Distress Evaluation and Mitigation Design Services
Pennsylvania Drive Embankment and Pavement Stabilization
Watsonville, California

Mr. Fontes:

At your request, we prepared this proposal to provide investigation and design services for stabilizing the section of roadway along Pennsylvania Drive between Clifford Avenue and Winding Way slope in Watsonville, California. To prepare this updated proposal, we met with you at the project site and discussed the scope of work changes from the previously approved scope dated 29 October 2021. Changes included the overall extent of repair on the downhill side of the road and included remediation of curb and gutter along the uphill side of the road.

Some of the initial work outlined in the scope of work dated 29 October 2021 has been completed thus far, and the scope of work outlined in this proposal is intended to account for work already completed and include additional work discussed during our site visit on 24 August 2022 along with portions of work outlined in the original scope of work that has not yet begun.

PROPOSED SCOPE OF WORK

Work previously outlined in our proposal dated 29 October 2021 included a phased scope of work entailing preparation of an alternatives design memorandum with figures and preliminary cost estimates for approximately 900 feet of distressed roadway. Phase 2 included preparation of plans, specifications, and engineer's estimate (PS&E) for the preferred alternative. Work for Phase 1 under that contract was completed, and initial steps for Phase 2 had begun, including coordination with utility providers in the area and design phase site visit.

Based on our recent site visit, the extent of roadway mitigation on the downhill, southbound, side of the roadway has been modified from a previously assumed 900 feet of roadway to 1600 feet of roadway, including portions of curb and gutter that appear to have settled over time. This scope of work will also include the evaluation and mitigation of approximately 1300 feet of curb and gutter along the northbound lane of Pennsylvania Drive, which also appears to have settled over time. The additional work as discussed with you will include the following:

- 1) Supplemental Phase 1 work, including a geotechnical subsurface exploration, potholing of utilities, and development of a topographic survey of the site. Preparation of an updated alternatives design memorandum with figures and preliminary costs estimates to document Phase 1 work, and
- 2) prepare a complete set of plans, specifications, and engineer's estimate (PS&E) for public bidding and construction and provide bidding assistance and engineering services during construction.

Additional work related to permitting coordination is not included in this proposed scope of work.

Phase 1 – Characterize Site, Evaluate Cause(s) of Distress, Develop Alternatives

Supplemental Phase 1 work, we will

- a) subcontract a topographic survey of the site as needed,
- b) subcontract as needed potholing work to positively locate existing utilities identified within the roadway,
- c) develop and implement a supplemental geotechnical investigation consisting of one day of drilling and sampling four to five borings along the roadway and a lab testing program to further characterize the roadway embankment (if warranted) and roadway subgrade materials and pavement structural sections,
- d) Update and/or provide supplemental details, repair extents, and costs for potential long-term mitigation measures to stabilize the road embankment and pavement,
- e) meet with the City to review modified and/or supplemental mitigation measures and to select a preferred alternative to design and construct,
- f) prepare an updated alternatives design memorandum with figures and preliminary cost estimates to document Phase 1 work, including results from the subsurface investigation and laboratory testing. Previously identified mitigation measures will be updated as warranted, and additional measures will be provided should the subsurface investigation and laboratory testing suggest changes
- g) provide project management and coordination

Phase 2 – Prepare Plans, Specifications, and Engineer’s Estimate

The scope of work required to complete Phase 2 depends on the outcome of Phase 1 and the selected design alternative. We anticipate the work will include the following primary tasks.

a) 35% PS&E

The selected alternative will be developed and refined to a 35% design level, and a plan set will be prepared in 12 x 18 inch PDF format using AutoCAD Civil 3D 2021. During development of the plans, CE&G will coordinate with the City to confirm that acceptable AutoCAD standards are being used.

It is assumed that the PS&E for the roadway project will be developed independently of the adjacent trail project.

It is anticipated that the preliminary 35% plan set will include sufficient detail to outline the proposed design concepts and include the following sheets:

- Title Sheet
- General/Site Layout and Improvement Sheet Legend
- Stabilization/Improvement Plan Sheets
- Stabilization and Drainage Typical Section
- Pavement Structural Section
- Layouts and Pavement Elevations

We will complete a quantity take-off, and a preliminary engineer’s estimate. We will estimate construction costs using average Caltrans bid items unit costs.

Deliverables

- 35% Plans
- 35% Engineer’s Estimate

Plans developed as part of the 35% submittal will also be provided to PG&E for review and comment with respect to their existing gas line located in the northbound lane of Pennsylvania Drive.

b) 70% PS&E

The 70% plan set will build off the 35% plan set and incorporate comments from both the City and PG&E regarding their existing gas line. It is anticipated that the 70 percent plan set will include the following sheets:

- Title Sheet and General Notes
- Typical Sections
- Layouts and Pavement Elevations
- Drainage Plans and Utilities
- Stabilization Plan and Elevation
- Stabilization Typical Sections
- Pavement Structural Sections
- Road Cross-Sections

We will use Word to prepare the Specifications in a modified format similar to that which was provided to us by the City for a recent similar project. At the 70 percent level, the specifications will include major headings, 70 percent level information in the specs, and measurement and payment clauses.

We will complete preliminary engineering design calculations before the 70 percent PS&E to support refinement of the design. For the 100 percent PS&E submittal, we will prepare final design calculations that will be submitted as a separately bound deliverable.

We will complete a quantity take-off, and a preliminary engineer's estimate. We will estimate construction costs using average Caltrans bid items unit costs. The 70 percent design deliverables will be provided to the City for review and comment.

After submittal of the 70 percent PS&E, CE&G will meet with the City to discuss comments and review and modify design concepts based on the City and project goals.

Deliverables

- 70% Plans (pdf)
- 70% Specifications (pdf and Word files)
- 70% Engineer's Estimate (pdf)
- Preliminary Design Calculations (pdf)
- Meeting Minutes (pdf)

c) 100% PS&E

After the City concludes its review of the 70 percent PS&E submittal, CE&G will finalize the plans and specifications for bidding and construction. The final PS&E package will incorporate the City's comments, as warranted after discussions with the City. We will wet-sign and stamp the plans and specifications. Final plans will be plotted on 24 x 36 inches bond paper. We will also provide the plans electronically in full-size (24 x 36 inch) and half-size (12 x 18 inch) PDF format.

Specifications will be provided both in Word format and PDF together with one copy wet signed and stamped.

We will prepare a final engineer's estimate in Excel format and provide it electronically to the City in both Excel and PDF formats.

A final calculation package will be provided in PDF format and will be wet signed and stamped.

100% Deliverables

- 100% Plans (pdf and plotted)
- 100% Specifications (pdf and Word)
- 100% Engineer's Estimate (pdf and Excel)
- Final Calculation Package (pdf)

d) Project management and coordination

We will actively manage the project and coordinate with the City for the duration of the project. Principal Engineer Eli Zane, PE, GE will serve as project manager.

e) Engineering assistance during bidding

At the time of advertisement and bidding we will assist the City with the bidding process. Our scope of services will include review of and responding to requests for information during the bidding process, attending a pre-bid site walk, and preparing addendums to the bid documents, as needed.

PROJECTED LEVEL OF EFFORT AND COST

The projected cost to complete the described Phase 1 Scope of Work is \$46,678. Our projected cost to complete the anticipated Phase 2 Scope of Work is \$ 84,113. A breakdown of the levels of effort and cost estimates by phase and task are presented in the attached table.

We will confirm the level of effort and cost for completing Phase 2 after the selected alternative is determined during Phase 1.

Schedule

Cal Engineering & Geology is prepared to begin working on this project immediately upon receiving notice to proceed. We estimate the following durations to complete each task.

Task 1a: Develop design-level topographic map – 3 weeks after NTP

Task 1b: Obtain pothole information on existing utilities – 4 weeks after NTP

Task 1c: Implement a supplemental geotechnical investigation – 6 weeks after NTP

Task 1d: Update preliminary details, extents, and costs as needed – 6 weeks after NTP

Task 1e: Meet with the City and select a preferred alternative – 8 weeks after NTP

Task 1f: Meet with PG&E to obtain acceptance of proposed repair – 9 weeks after NTP

Task 1g: Update the alternatives design memorandum – 11 weeks after NTP

Task 1h: Project management and coordination – throughout Phase 1

Total Phase 1 – 12 weeks

We will be able to begin work on Phase 2 after Task 1e is complete. We will complete Phase 2 in about 12 weeks after that.

Assumptions:

- This project is a prevailing wage project for qualifying job classifications.

EXECUTION

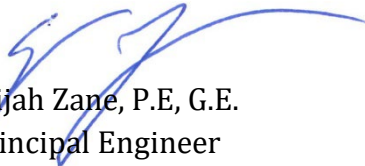
We will complete the proposed scope of work as a Task Order for the City of Watsonville as part of a yet-to-be-issued On-call Services Agreement between Watsonville and Cal Engineering & Geology. Our work will be completed in accordance with generally accepted civil and geotechnical engineering practices and procedures. This standard is in lieu of all warranties either expressed or implied.

*Proposal to Pavement Distress Evaluation and Mitigation Design Services
Pennsylvania Drive Road Stabilization - Watsonville, California*

*Page 7
28 March 2023*

If the above scope of services and terms and conditions are acceptable to you, please prepare and execute an On-call Services Agreement and Task Order for the Phase 1 work as described. We look forward to working with you.

Sincerely,
CAL ENGINEERING & GEOLOGY, INC.



Elijah Zane, P.E, G.E.
Principal Engineer

Attachment: Level of Effort and Cost Projection Table



Fee Estimate For
Pennsylvania Drive Embankment and Pavement Stabilization
Watsonville, California

2023 CE&G Rates	STAFFING																	Subtotal Cost	Total Cost
	Principal	Senior	Project	Senior GIS/CADD Specialist	Project Assistant	Subtotal Hours	Subtotal Cost	Permits	Topographic Survey	Potholing	Drilling Sub./Equipment	Traffic Control	Utility Locator	Laboratory Testing	Mileage	Plotting	Subtotal Cost		
DESCRIPTION	\$260	\$215	\$180	\$155	\$110														
Phase 1 - Characterize Site, Evaluate Cause(s) of Distress, Develop Alternatives																			
a) as-needed topographic survey		2				2	\$ 430		\$ 8,000						\$ 205		\$ 8,205	\$ 8,635	
b) potholing		2	10			12	\$ 2,230			\$ 10,500							\$ 10,500	\$ 12,730	
c) subsurface exploration (1 day, 4-5 shallow holes along roadway) and lab testing		4	12		4	20	\$ 3,460				\$ 6,500	\$ 3,000	\$ 1,500	\$ 1,200	\$ 103		\$ 12,303	\$ 15,763	
d) update conceptual alternatives for long-term mitigation and preliminary cost as warranted	1	2	4	8		15	\$ 2,650										\$ -	\$ 2,650	
e) meet w/ City to discuss alternatives and select preferred alternative (virtual)	2	2				4	\$ 950										\$ -	\$ 950	
f) prepare updated alternatives report with subsurface information	3	4	8	10		25	\$ 4,630										\$ -	\$ 4,630	
g) project management and coordination	2		2		4	8	\$ 1,320										\$ -	\$ 1,320	
Phase 1 Total Hours	8	16	36	18	8	86	-	-	-	-	-	-	-	-	-	-	-	-	
Phase 1 Total Cost	\$ 2,080	\$ 3,440	\$ 6,480	\$ 2,790	\$ 880	-	\$ 15,670	\$ -	\$ 8,000	\$ 10,500	\$ 6,500	\$ 3,000	\$ 1,500	\$ 1,200	\$ 308	\$ -	\$ 31,008	\$ 46,678	
Phase 2 - Prepare Plans, Specifications, and Engineer's Estimates																			
a) 35% Plans	3	12	50	50		115	\$ 20,110										\$ -	\$ 20,110	
35% quantities and engineer's estimate	2	2	8	6		18	\$ 3,320										\$ -	\$ 3,320	
b) 70% Plans	3	12	50	50		115	\$ 20,110										\$ -	\$ 20,110	
70% Specifications	2	2	12		2	18	\$ 3,330										\$ -	\$ 3,330	
70% quantities and engineer's estimate	2	2	8	8	4	24	\$ 4,070										\$ -	\$ 4,070	
c) 100% Plans	3	10	32	40		85	\$ 14,890									\$ 200	\$ 200	\$ 15,090	
100% Specifications	2	2	12			16	\$ 3,110										\$ -	\$ 3,110	
100% quantities and engineer's estimate	1	2	6	4		13	\$ 2,390										\$ -	\$ 2,390	
100% design calculations	2	16	16			34	\$ 6,840										\$ -	\$ 6,840	
d) project management and coordination	4		4		4	12	\$ 2,200										\$ -	\$ 2,200	
e) engineering services during bidding	2	4	8	4		18	\$ 3,440								\$ 103		\$ 103	\$ 3,543	
Phase 2 Total Hours	26	64	206	162	10	468	-	-	-	-	-	-	-	-	-	-	-	-	
Phase 2 Total Cost	\$ 6,760	\$ 13,760	\$ 37,080	\$ 25,110	\$ 1,100	-	\$ 83,810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103	\$ 200	\$ 303	\$ 84,113	
Phases 1 & 2 Total Hours	34	80	242	180	18	554	-	-	-	-	-	-	-	-	-	-	-	-	
Phases 1 & 2 Total Cost	\$ 8,840	\$ 17,200	\$ 43,560	\$ 27,900	\$ 1,980	-	\$ 99,480	\$ -	\$ 8,000	\$ 10,500	\$ 6,500	\$ 3,000	\$ 1,500	\$ 1,200	\$ 411	\$ 200	\$ 31,311	\$ 130,791	

Assumptions:

1. Subcontracted traffic control will be provided only if needed.



HALE&AL-01

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nautilus Insurance Company A+, XV		17370
	INSURER B : Liberty Mutual Fire Insurance Co, XV		23035
	INSURER C : The First Liberty Insurance Corporation		33588
INSURED Cal Engineering & Geology, Inc. 785 Ygnacio Valley Road Walnut Creek, CA 94596	INSURER D : Allied World Surplus Lines Insurance Company		24319
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> includes Contractors <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ECPO1521598	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS2-Z11-254100-023	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX1521599	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6-Z11-254100-033	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			0313-6658	1/1/2023	1/1/2024	Per Claim 1,000,000
D				0313-6658	1/1/2023	1/1/2024	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If AI box is checked, GL Endorsement Form# BSUM1200 (10-21) applies, unless another additional insured endorsement is attached to this certificate. All Coverages are in accordance with the policy terms and conditions. Excess Liability, if listed above, sits in excess of the CGLI, Auto, Employers Liability, Drone Liability and Foreign Liability where required by written contract.

REF: Pennsylvania Drive - City of Watsonville, its appointed and elected officials, and its employees are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to General, Automobile Liability and Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Watsonville City Clerk's office 275 Main Street, Suite 400 Watsonville, CA 95076	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Cal Engineering & Geology, Inc. 785 Ygnacio Valley Road Walnut Creek, CA 94596
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1


ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER ECPO1521598	POLICY CHANGES EFFECTIVE 1/1/2023	COMPANY Nautilus Insurance Company
NAMED INSURED Haley & Aldrich Inc 70 Blanchard Rd Burlington, MA 01803		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured - Blanket - Owners, Lessees or Contractors

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Who is An Insured (Section III) is amended to include as an insured:

- Any person (s) or organization (s) for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or written agreement that such person (s) or organization (s) be added as an additional insured on your policy, and
- Any other person or organization you are required to add as an additional insured under a contract or agreement described in Paragraph 1. above.

Such Person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

- Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured; or
- Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**, only when required by the written contract or written agreement.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above, but only when required by written contract or agreement.

With respect to the insurance afforded to these additional insureds, the following is added to Section IV -

Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:


1. Required by the contract or agreement described in Paragraph 1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER ECPO1521598	POLICY CHANGES EFFECTIVE 1/1/2023	COMPANY Nautilus Insurance Company
NAMED INSURED Haley & Aldrich Inc 70 Blanchard Rd Burlington, MA 01803		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation to Designated Entities

<p style="text-align: center;">Schedule</p> <p style="text-align: center;">Name of Person(s) or Organization(s)</p> <p>Where required by written contract and on file with the Company.</p>

In consideration of an additional premium of \$0 and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood if the Company cancels this policy on or before the expiration date of the policy, the Company will mail or deliver to the person(s) or organization(s) shown in the schedule above, written notice of cancellation to the address included above not less than thirty (30) days prior to the effective date of cancellation or 10 days for non-payment of premium. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

This endorsement shall not apply if the policy is non-renewed for any reason.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
DESIGNATED PERSON(S) OR ORGANIZATION(S) - COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECPO1521598	1/1/2023	1/1/2024	1/1/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name of Person(s) or Organization(s):	As required by written contract executed prior to any claim or "suit"
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I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) shown in the **SCHEDULE** above because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This endorsement applies only to the person(s) or organization(s) shown in the **SCHEDULE** above.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Haley & Aldrich Eff: 1/1/23-1/1/24

POLICY NUMBER: AS2-Z11-254100

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization as a Designated Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Hailey & Aldrich

Policy Number: AS2-Z11-254100

Issued By: Liberty Mutual Fire Ins
Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with Agent		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Haley & Aldrich

Policy Number AS2-Z11-254100

Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Schedule

Premium: \$ Included

Name Of Person Or Organization: Where Required by Written Contract

The **Transfer Of Rights Of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization listed in the schedule of this endorsement because of payments we make for injury or damage arising out of your operations of a covered auto. This waiver applies only to the person or organization listed in the schedule of this endorsement.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the Company		30

All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z11-254100

Effective Date 1/1/23

Premium \$

Issued to Haley & Aldrich, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NH and NJ

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ, ID, KS, ME, MI, PA and SC, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CO, GA, IL, IN, MO, MN, MT, NV, NC, NM, RI and VT, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CT, FL, MD, and OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of MA, the premium charge is 1% of the total manual premium.

In the states of NY and TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of VA, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of HI, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z11-254100

Effective Date 1/1/23

Premium \$

Issued to Haley & Aldrich, Inc.

Endorsement No.